

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

OY SOLCHART MANAGEMENT AB,

Plaintiff,

- against -

MOCAMBO SHIPPING LTD. and  
ICEHILL INDUSTRIES LTD.,

Defendants.

08 Civ. 4793 (PKC)

ECF CASE

## **AFFIDAVIT OF SERVICE**

State of Connecticut )  
 ) ss: Town of Southport  
County of Fairfield )

KEVIN J. LENNON, having been duly sworn, deposes and states the following under oath:

1. I am a member in good standing of the Bar of this Court and an attorney in the law firm of Lennon, Murphy & Lennon, LLC, which represents the interests of the Plaintiff herein.

2. Notice of the Plaintiff's maritime attachment, including a copy of the Plaintiff's Verified Complaint and all other pleadings entered in this matter, was provided to the Defendant on or about May 29, 2008 via DHL in conformity with Local Admiralty Rule B.2. *See Exhibit 1 attached.*

3      Email confirmation of the delivery of Plaintiff's notice of attachment on  
Defendant was received on June 2, 2008. *See Exhibit 2 attached.*

Dated: Southport, CT  
June 2, 2008

  
Kevin J. Lennon

Sworn to and subscribed before me this  
2<sup>nd</sup> day of June 2008.

  
Commissioner of Superior Court

# EXHIBIT 1



ATTORNEYS AT LAW

Lennon,  
Murphy &  
Lennon, LLC

The GrayBar Building  
420 Lexington Ave., Suite 300  
New York, NY 10170  
phone (212) 490-6050  
fax (212) 490-6070

www.lenmur.com

Tele Mill Landing  
2425 Post Rd. Suite 302  
Southport, CT 06890  
phone (203) 256-8600  
fax (203) 256-8615

mail@lenmur.com

May 29, 2008

VIA DHL

AB Mocambo Shipping Ltd  
Grigoriou Xenopoule 17  
Totalserve House  
3106 Limassol  
Cpyrus

Re: OY Solchart Management v. AB Mocambo Shipping Ltd. and Icehill Industries Ltd.  
Docket Number: 08 Civ. 4793  
Our File Number: 1440

Dear Sir or Madam:

We represent the Plaintiff, OY Solchart Management, in the above referenced lawsuit. We write to advise you that pursuant to an ex parte order of maritime attachment and garnishment issued in the above referenced lawsuit, your property was attached at JP Morgan Chase in New York on or about May 27, 2008 in the amount of \$116,114.39.

Please find attached to this letter the pleadings filed in the above referenced lawsuit including the Summons, Complaint, Affidavit in Support, Rule 7.1 Statement, Ex-Parte Order, Process of Attachment, and also the Individual Rules for Honorable Judge P. Kevin Castel.

Notice for an initial pretrial conference has been scheduled for July 18, 2008 at 2:30 p.m. in Courtroom 12C at the United States Courthouse, 500 Pearl Street, New York, NY.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule B.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,

Mary Fedorchak

A handwritten signature in black ink, appearing to read 'Mary Fedorchak', is written over the typed name.

mef/bhs  
Encl.

AG 441 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

OY SOLCHART MANAGEMENT AB

SUMMONS IN A CIVIL ACTION

V.

MOCAMBO SHIPPING LTD. and ICEHILL  
INDUSTRIES LTD.,

CASE NUMBER:

08 CIV 47934

TO: (Name and address of Defendant)

MOCAMBO SHIPPING LTD.

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Kevin J. Lennon  
Lennon, Murphy & Lennon, LLC  
420 Lexington Ave., Suite 300,  
New York, NY 10170 (212) 490-6050

an answer to the complaint which is served on you with this summons, within 30 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

MAY 22 2008

CLERK

DATE

(By) DEPUTY CLERK

AO 440 (Rev. 8/01) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by me <sup>(1)</sup>	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served:  <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:  <input type="checkbox"/> Returned unexecuted:  <input type="checkbox"/> Other (specify):		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL \$0.00
DECLARATION OF SERVER		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on _____  <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Date</span> <span>Signature of Server</span> </div>   <div style="text-align: center; margin-top: 20px;">           Address of Server            _____         </div> </p>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

08 CIV 47937

WIDGER CASTEL  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
OY SOLCHART MANAGEMENT AB,

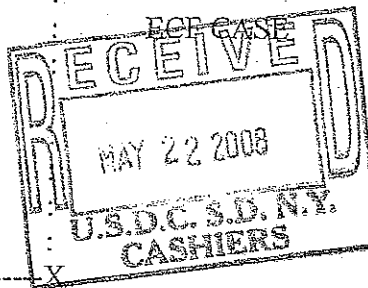
Plaintiff,

- against -

MOCAMBO SHIPPING LTD. and  
ICEHILL INDUSTRIES LTD.,

Defendants.  
-----X

08 Civ. \_\_\_\_\_



**VERIFIED COMPLAINT**

Plaintiff, OY SOLCHART MANAGEMENT AB, ("SOLCHART" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, MOCAMBO SHIPPING LTD. ("MOCAMBO") and ICEHILL INDUSTRIES LTD. ("ICEHILL") (collectively "Defendants") alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of a maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity with a place of business at Helsinki, Finland.
3. Upon information and belief, MOCAMBO was, and still is, a foreign corporation, or other business entity organized with a place of business at Limassol, Cyprus.

4. Upon information and belief, ICEHILL was, and still is a foreign corporation, or other business entity organized under, and existing by virtue of foreign law.

5. At all material times, Plaintiff was the disponent Owner of the motor vessel "YURIY SAVINOV" (hereinafter the "Vessel").

6. By a charter party on the Gencon 94 charter party form as confirmed by a fixture recap dated January 15, 2008, Plaintiff voyage chartered the Vessel to MOCAMBO for intended carriage of 13,500 metric tons of bulk chrome between one safe berth, always afloat, always accessible, Iskenderun + Mersin, Turkey to one safe berth port, always afloat, always accessible, St. Petersburg, Russia. A copy of the charter party contract is attached hereto as Exhibit 1.

7. During the course of the charter, disputes arose between the parties regarding MOCAMBO's failure to pay demurrage due and owing under the charter party. A copy of SOLCHART's demurrage invoice dated March 31, 2008 is attached hereto as Exhibit 2.

8. As a result of MOCAMBO's breach of charter party contract, Plaintiff has sustained damages in the principal amount of \$65,864.26, exclusive of interest, arbitration costs and attorneys fees.

9. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.

10. Despite due demand, MOCAMBO has failed and/or refused to pay the sums due and owing to Plaintiff.

11. Plaintiff is preparing to commence arbitration proceedings against MOCAMBO.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English law. As best as can now be estimated, Plaintiff expects to recover the following amounts in an arbitration award conducted pursuant to English law:



A.	Principal claim:	\$65,864.26;
B.	Interest on claims: 2 years at 7.5%, compounded quarterly	\$10,250.13
C.	Estimated attorneys' fees and expenses:	\$25,000; and
D.	Estimated arbitration costs:	\$15,000.
<b>Total:</b>		<b>\$116,114.39.</b>

13. Upon information and belief, MOCAMBO uses ICEHILL as a "paying/receiving agent" or "pass through" entity such that it can insulate itself from creditors relating to its contracts.

14. It is not general practice in the maritime industry, nor other industries, for independent companies to make or receive payments on behalf of other independent companies.

15. Payments sent or received on behalf of another independent company are suggestive of a relationship that is not at "arms length."

16. Upon information and belief, ICEHILL sends and/or receives payments and/or is directed to send and/or receive payments on MOCAMBO's behalf where ICEHILL has no contractual relationship, and/or debt or receivable, with MOCAMBO's customers, vendors or other trading partners. ICEHILL has previously made remittances to Plaintiff on behalf of MOCAMBO in satisfaction of MOCAMBO's debt to Plaintiff. See attached hereto as Exhibit 3 copies of such remittances.

17. In the further alternative, Defendants are partners and/or joint venturers.

18. In the further alternative, Defendants are affiliated companies such that ICEHILL is now, or will soon be, holding assets belonging to MOCAMBO, or vice versa.

19. The Defendants cannot be found within this District within the meaning of

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendants have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants.

20. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendants to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendants,

in the amount of \$116,114.39 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

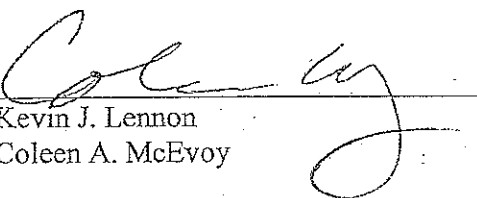
F. That in the alternative this Court enter judgment against the Defendants on the claims set forth herein;

G. That this Court award Plaintiff its attorney's fees and costs of this action; and

H. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: May 22, 2008  
Southport, CT

The Plaintiff,  
OY SOLCHART MANAGEMENT AB

By:   
Kevin J. Lennon  
Coleen A. McEvoy

LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050 – phone  
(212) 490-6070 – fax  
[kjl@lenmur.com](mailto:kjl@lenmur.com)  
[cam@lenmur.com](mailto:cam@lenmur.com)

ATTORNEY'S VERIFICATION

State of Connecticut )  
 ) ss.: Southport  
County of Fairfield )

1. My name is Coleen A. McEvoy.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.

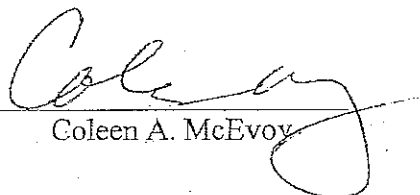
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.

5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.

6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: May 22, 2008  
Southport, CT

  
Coleen A. McEvoy

# EXHIBIT 1

07/05 2008 12:20 FAX

OY SOLCHART MANAGEMENT + SOLCHART

001

Alexey Starodubov

From: Shiryaev Pavel [pavel@wsofb.onego.ru]  
 Sent: Tuesday, January 15, 2008 8:46 PM  
 To: Alexey Starodubov  
 Subject: chrome ore ex Turkey to Baltic clean fixture

Alexey/pavel

Good day

Pls find below clean fixture recap, all subs lifted:

MV "YURIY SAVINOV"/RUSSIAN FLG / ICE CLASS 1A BLT 1976, RUSS FLG/CREW, SINGLEDECKER,  
 DWT 14,204MT ON 8.54 M SWSD, LOA/BM/DEPTH 151.1/21.0/11.6M GRT/NRT 10,117/ 4,911  
 5HO/9HA, BL/GR 16,352/16,781 CBM DERRICKS 9 X 10MT SWL (UP 2.5 MT) HA SIZE: N.1 - 12.8  
 X 9.1M FOR/11.6M AFT - SINGLE HATCH  
 N.2/3/4 - 15.3 X (2 X 7.7M) - DOUBLE HATCHES  
 N.5 - 15.1 X (2 X 7.7M) - DOUBLE HATCHES ALL DETS ABOUT -LAST 3 CARGOES: SAWNTIMBER /  
 BLK CLINKER / SAWNTIMBER -ITINERARY/POSITION/ETA LPORT: UNDER WAY TO ALEXANDRIA WHERE  
 ETA 26TH JAN ETS ALEXANDRIA 31ST JAN / ETA ISKENDERUN 2ND FEB WP/AGW -HEAD OWNERS:  
 SASCO, KHOLMSK, RUSSIA -DISPONENT OWNRS : OY SOLCHART MANAGEMENT AB, HELSINKI, FINLAND  
 -OWNS CONFIRM VSL / COMPANY ISM ARE CERTIFIED - YES -OWNS GUARANTEE THAT DURING THE  
 CURRENCY OF THIS C/P:

VSL SHALL NOT CHANGE OWNERSHIP AND/OR CLASS WITHOUT CHARTERERES'  
 WRITTEN CONSENT - YES  
 -VSL IS FULLY P + I COVERED, WHICH SHALL BE MAINTAINED: THOMAS MILLER LTD., UK - YES -  
 draf on arrival: AFT 6MTS IN BALLAST CONDITION -height of coaming fm water level: 7.1  
 MTRS IN BALLAST CONDITION -HEIGHT OF HOLDS: 1 - 9.08 MTRS , 2/3/4/5 - 10.48 MTRS -  
 HEIGHT OF HATCH COAMINGS: 1.2 MTRS;

FOR:

- ACCNT: 'MOCAMBO SHIPPING'
- ACCNT ADDRESS: GRIGORIOU XENOPOULOS, 17
- TOTALSERVE HOUSE
- P.O. 3106, LIMASSOL, CYPRUS
- 5 LAST FIXTURES:
- "ANTARES" - CHROME ORE
- "SIEIRSKIY-2133" - CHROME ORE
- "VELES" - SODA
- "AVALON" - SODA
- "ASTRA" - SODA
- 13500MTS 5 PCT MOLOO BLK CHROME ORE
- LOADED/DISCHARGED QTTY WILL BE DETERMINATED by draft survey
- LOAD PORT - ISKENDERUN+MERSIN 1 SB AAAA
- TO BE LOADED 3 LOTS EACH ABOUT 3000 MTONS
- +/- 10 PCT INTO 3 DIFFERENT HOLDS AT PORT OF ISKENDERUN AND THE REST
- CARGO INTO REST 2 HOLDS AT PORT
- OF MERSIN.
- DSCARGE PORT- ST.PETERSBURG - 1 SBP AAAA;
- LAYCAN 02-05/02/2008;
- L/D 4000/2000 MT FWD OF 24 CONSEC. HRS
- AT LP TIME FROM 1700 HRS ON PRI OR A DAY PRECEDING A
- HOLIDAY TILL 0800 HRS ON MONDAY OR NEXT WORKING DAY NTC UU IUTUTC;
- AT DP TIME TO COUNT SHINC;
- NON REVERSIBLE LAYTIME;
- TIME TO COUNT UNTIL CARGO DOCUMENTS ARE ON BOARD THE VESSEL
- BENDS BUT AGENTS/SHIPPERS TO HAVE 2 RUNNING HRS FREE FOR THEIR
- PREPARATION;
- IF THE VESSEL'S HOLDS ARE FOUND NOT TO BE READY FOR LOADING
- TIME LOST AFTER REJECTION OF THE VESSEL UNTIL SHE IS AGAIN READY TO LOAD
- SHALL NOT COUNT AS LAYTIME EVEN IF ON DEMURRAGE;
- FREIGHT RATE: USD 70,- PMT FIO SPOUT/GRAB/TRIMMED BSS 2/1;
- ICE DUES / ICE BREAKER ASSISTANCE "IN" AND "OUT" AT DISCH
- PORT, IF ANY, TO BE FOR OWNERS' ACCOUNT AND TO BE MENTIONED AT FRT
- FREIGHT PAYABLE IN FULL LESS COMMISSION ONLY W/I 3 BDAYS
- AFTER S/R FREIGHT PAYABLE AS PER C/P' BS/L INTO OWNERS/MANAGERS
- NOMINATED BANK;

07/05 2008 12:20 FAX

OY SOLCHART MANAGEMENT → SOLCHART

002

- FREIGHT DEEMED EARNED ON SIGNING "BS/L DISCOUNTLESS AND NON-RETURNABLE SHIP AND/OR CARGO LOST OR NOT LOST;
- IF THE CHARTERERS REQUIRE "CLEAN ON BOARD" BS/L, THEN MASTER HAS RIGHT TO REJECT ANY DAMAGED CARGO AND SHIPPERS TO REPLACE SAME BY SOUND ONE;
- DEM USD 9.500 PDPR/ED BE;
- DEMURRAGE, IF ANY, TO BE PAID W/I 15B ANKING DAYS UPON PRESENTATION OF LAYTIME CALCULATION AND RELEVANT SUPPORTING DOCUMENTS: SOF, NOR EVEN BY FAX/E-MAIL;
- LAYTIME CALCULATION AND SOF + NOR TO BE SENT TO CHARTERERS VIA BROKERS TOGETHER WITH FREIGHT INVOICE AFTER SIGNING B/L;
- N.O.R. TO BE TENDERED W/W/W/W VIA CABLE / TLX / VHF WITHIN OFFICIAL OFFICE HRS BENDS
- OFFICIAL OFFICE HRS 08:00-17:00 MON-FRI
- HOLIDAYS AS PER BIMCO CALENDAR 2008 TO APPLY;
- 2PM/8AM CLAUSE TO APPLY AT BENDS;
- CHRTRS AGENTS BOTH ENDS

## -LOADPORT:

TEM-MAR SHIPPING AGENCY LTD.

Ismet Inonu Bulvar? Anadolu Hayat Sig.Binas?

Kat.6 No.604 MERSIN

TEL : + 90 324 2335954 (pbx) 238 95 60 / 238 95 74 / 2387267 (direct)

FAX : + 90 324 2314754 or 2376425 or 238 96 68

M.I.C.:

Mr. Erol Yamut / General Manager Cell Phone : +90 532 462 39 09

Mr. Mustafa Ozer / Port Operations Cell Phone : +90 532 273 69 94

agency@tammar.com.tr

## -DISPORT:

Baltic Reefer Lines - St.Petersburg

Ph: 7-812-326-6224

Fax : 7-812-326-6225

Mob: 7-812-963-4515

agency@brl.spb

- ANY TAXES/DUES ON CARGO/FREIGHT TO BE FOR CHARTERERS ACCNT;
- ANY TAXES/DUES ON VESSEL FOR OWNERS ACCNT;
- EXTRA INSURANCE, IF ANY, FOR CHARTERERS ACCNT;
- GA TO BE LONDON AS PER Y/A RULES 1994;
- ARB IN LONDON, ENGLISH LAW TO APPLY, LMAA SMALL CLAIMS PROCEDURE TO APPLY;
- C/P TO INCORPORATE GENERAL PARAMOUNT CLAUSE, NEW JASON CLAUSE, BOTH TO BLAME COLLISION CLAUSE AND P+I BUNKER DEVIATION CLAUSE;
- BIMCO ISPS CLAUSE FOR VOYAGE CHARTERS ALWAYS IN FORCE
- O/W AS PER CLEAN GENCON 94 LOGICALLY AMENDED FROM FIXTURE RECAP AND TERMS OF FIXTURE RECAP PREVAIL ON TERMS OF C/P.
- TTL 3.75 PCT COMMISSION ON F/D/D;

END

For good order pls reconfirm

White Sea &amp; Onego Freight Bureau as broker only Petrozavodsk, Russia

Phn. +7-8142-73 21 73

Phn/fax. +7-8142-73 24 04

mob.7-921-221 35 44

e-mail:Pavel@wsofb.onego.ru

skype:Shiryaev\_Pavel

Best Regards

Pavel Shiryaev

# EXHIBIT 2



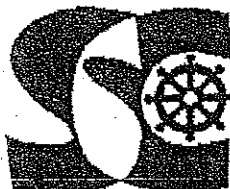
07/05 2008 12:21 FAX

OY SOLCHART MANAGEMENT + SOLCHART

003



OY SOLCHART Management Ab

Kajaaninlinnantie 7A  
00900, Helsinki, FinlandTelephone: +358 9 34 17 600  
Fax: +358 9 34 17 6060  
Telex: +(54) 62067 SOLCHART S  
E-MAIL: MAIL @ SOLCHART . FI**SOLCHART**

Bank accounts

CREDIT SUISSE, Geneva

EURO Acc No 0251-521464-52-1

USD Acc No 0251-521464-52

NORDEA, Helsinki

EURO Acc No 102330-211776

USD Acc No 102352-10882

REG 1651440-1

VAT FI16514401

**Fax message****DEMURRAGE INVOICE**

TO : Mssrs "MOCAMBO SHIPPING LTD."  
GRIGORIOU XENOPOULOE 17, TOTALSERVE HOUSE  
3106 LIMASSOL, CYPRUS

Invoice No : 02/07A08 D.

DATE &amp; TIME : 31/03/08

SUBJECT : Demurrage for mv 'YURIY SAVINOV'

VOYAGE : ISDEMIR + MERSIN / ST. PETERSBURG

ACCOUNT : "MOCAMBO SHIPPING LTD." B/L DATED : 12/02/08

	Description	Number of MT	Debit	Credit
	Demurrage			\$ 68 430,40
	l/d ports			
3,75%	Commission		\$ 2 566,14	
Total			\$ 2 566,14	\$ 68 430,40
Total due to pay				\$ 65 864,26

Amount to be remitted latest 13-04-08 on our acc of USD \$ 65 864,26

Bank CREDIT SUISSE, Geneva :

USD Acc.No 0251-677 591-82

IBAN: CH83 0425 1067 7591 8200 0

Swift: CRESCH ZZ12A

in favour of: "MOBILIM S.A.", GENEVA

with ref mv 'YURIY SAVINOV' 02/07A08 D.

# EXHIBIT 3

21/05 2008 18:27 FAX

OY SOLCHART MANAGEMENT → SOLCHART

Page 9 of 13 0002

**Nordea**

1820 Foreign Customer Services

ARCTIC SPIRIT LIMITED

ACCOUNT STATEMENT 032 / 2008

Date

05.05.2008

Sight curr.deposit acc

182042-6468

IBAN

FI77 1820 4200 0054 68

Currency

USD

Page 1

Period

05.05.2008

SWIFT/BIC

NDEAFIHH

Filing code Payee's account no	Edate Vdate	Payee / Payer Message	Trans no	Amount
Entry date-05.05. 0502A2584SM1000256	05.05. 05.05.	29.04.2008 Balance Nordea Bank Finland Plc 730 Service fee VAT 0% 2584SM0852327 Equivalent 6,75- EUR rate 1,5540000	/ 1	
0502A2584SM1000255	05.05. 05.05.	1/ICEHILL INDUSTRIES LIMITED 710 Currency payment 2584SM0852327 MV ARCTIC SPIRIT 01/17A08 P ORIG. AMOUNT USD 346 507,73 FOREIGN BANK'S CHARGES USD 15,00 BENEFICIARY INDICATED BY REMITTER OY SOLCHART MANAGEMENT AS Equivalent 223.032,64+ EUR rate 1,5540000 SENDER'S ADDRESS 1/ICEHILL INDUSTRIES LIMITED 2/ROOM 813 8/F HOLLYWOOD PLAZA 6 2/10 NATHAN ROAD	/ 2	346.592,73+ <i>Voy 17A/2008</i>
0505B2584LV-328574	05.05. 05.05.	BALTIC REGIONAL ORGANIZATION O 720 Currency payment 328574 SAINT-PETERSBURG 198035 RUSSIA 40703840315005000009 ICSPRO2P MV A.SPIRIT /1-3.2008 Equivalent 1.772,22- EUR rate 1,5458000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY 10, KORPUS 2, DVINSKAYA ULITSA,	/ 3	<i>Voy 17A/2008</i>
0505B2584LV-328575	05.05. 05.05.	ITAKA INTERNATIONAL GROUP 720 Currency payment 328575 LV94AIZK0001140004943 AIZKLV22 INV.65/805 MV A.SPIRIT Equivalent 7.633,59- EUR rate 1,5458000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY	/ 4	<i>Voy 17A/2008</i>
0505B2584LV-329593	05.05. 05.05.	EXFORD SERVICES CORP. 720 Currency payment 329533 DE47201200000021041009 BEGODEHH RETURN LOAN APRIL 2008 Equivalent 1.407,19- EUR rate 1,5460000 PAYER DETAILS: C/O SOLCHART MANAGEMENT OY	/ 5	

Printed by customer

Nordea Bank Finland Plc, Aleksanterinkatu 38, FIN-00020 NORDEA, domicile Helsinki, Business Identity Code 1680235-8

21/05 2008 FAX OY SOLCHART MANAGEMENT – SOLCHART

001

International transmission

Page 1

**AB.LV**

Aizkraukles Banka Latvija

international transmission

Status	Passed for execution
Order No.	26
Client's account number	LV91 AIZK 0001 1401 0287 0
Client	ICEHILL INDUSTRIES LIMITED
Date	02.05.2008
Sum and currency	346607.73 USD
Recipient's data:	
Recipient	OY SOLCHART MANAGEMENT AB
Reg. No./ pers. code	
State code	
Receiver's address	
Receiver's account number	F17718204200005468
Code of out-payment	
Information in respect of the receiver	MV ARCTIC SPIRIT 01/17A08F
Receiver's bank data	
Bank of receiver	NORDEA BANK FINLAND PLC
Receiver's bank code	SWIFT NDEAF1HHXXX
Code of state	FINLAND – FI
Receiver's bank address	Helsinki
Account number in intermediary bank	
Additional information about receiver's bank	
Intermediary bank data	
Intermediary bank	
Code of intermediary bank	
Information about transmission	
Type of transmission	Express
Commission	OUR
The sum of order should be signed off from account	in currency of transmission

02/05/2008

21/05 2008 18:27 FAX

OY SOLCHART MANAGEMENT → SOLCHART

001

Международное перечисление

Стр. 1 из 1



Международное перечисление

Статус	9 - Передан на исполнение
Распоряжение №	26
Номер счета клиента	LV91 AIZK 0001 1401 0287 0
Клиент	ICEHILL INDUSTRIES LIMITED
Дата	02.05.2008
Сумма и валюта	346607.73 USD
<b>Сведения о получателе:</b>	
Получатель	OY SOLCHART MANAGEMENT AB
Рег. №/перс. код	
Код государства	
Адрес получателя	
Номер счета получателя	FI7718204200005468
Код внешнего платежа	
Информация получателя	MV ARCTIC SPIRIT 01/17A08 F
<b>Сведения о банке получателя:</b>	
Банк получателя	NORDEA BANK FINLAND PLC
Код банка получателя	SWIFT NDEAFIHHXXX
Код государства	FINLAND - FI
Адрес банка получателя	HELSINKI
Номер счета в банке-посреднике	
Дополнительная информация о банке получателя	
<b>Сведения о банке-посреднике:</b>	
Банк-посредник	
Код банка-посредника	
Адрес банка-посредника	
<b>Характеристика перечисления:</b>	
Вид перечисления	Экспресс
Комиссия	OUR
Сумму распоряжения списать со счета	в валюте перечисления

JUDGE CASTEL

08 CIV 47937

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
OY SOLCHART MANAGEMENT AB,

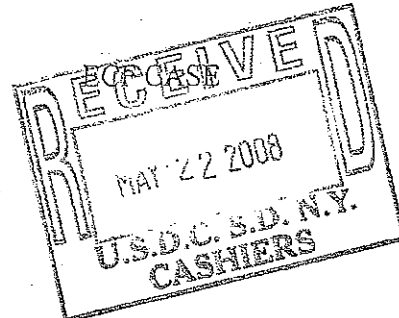
08 Civ. \_\_\_\_\_

Plaintiff,

- against -

MOCAMBO SHIPPING LTD. and  
ICEHILL INDUSTRIES LTD.,

Defendant.  
-----X



**DISCLOSURE OF INTERESTED PARTIES  
PURSUANT TO FEDERAL RULE 7.1**

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure to enable judges and magistrates of the court to evaluate possible disqualification or recusal, the undersigned attorney of record for the Plaintiff certifies that the following are corporate parents, subsidiaries, or affiliates of the Plaintiff:

NONE.

Dated: May 22, 2008  
New York, NY

The Plaintiff,  
OY SOLCHART MANAGEMENT A.B.

By: 

Kevin J. Lennon  
Charles E. Murphy  
Coleen A. McEvoy  
LENNON, MURPHY & LENNON, LLC  
The Gray Bar Building  
420 Lexington Ave., Suite 300  
New York, NY 10170  
(212) 490-6050  
facsimile (212) 490-6070  
[kjl@lenmur.com](mailto:kjl@lenmur.com)  
[cem@lenmur.com](mailto:cem@lenmur.com)  
[cam@lenmur.com](mailto:cam@lenmur.com)

08-cv-4793

Docket no.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To the Marshal of the Southern District of New York (or designated process server) - GREETINGS:

WHEREAS a Verified Complaint has been filed in the United States District Court for the Southern District of New York on the 22nd day of May 2008 by

OY SOLCHART MANAGEMENT AB,

Plaintiff,

against

MOCAMBO SHIPPING LTD. and ICEHILL INDUSTRIES LTD.,

Defendant,

in a certain action for breach of maritime contract wherein it is alleged that there is due and owing from the Defendant to the said Plaintiff the amount of **\$116,114.39** and praying for process of maritime attachment and garnishment against the said Defendant

WHEREAS, this process is issued pursuant to such prayer and requires that a garnishee(s) shall serve their answer(s), together with answers to any interrogatories served with the Complaint, within 20 days after service of process upon him and requires that Defendant shall its answer within 30 days after process has been executed, whether by attachment of property or service on the garnishee.

NOW, THEREFORE, we do hereby command you that if the said Defendant cannot be found within the District you attach goods and chattels to the amount sued for, and if such property cannot be found that you attach other property, credit and effects to the amount sued for in the hands of:

ABN Amro, American Express Bank, Bank of America, Bank of New York, Bank of China, BNP Paribas, Citibank, Deutsche Bank, Fortis Bank, HSBC Bank USA Bank, J.P. Morgan Chase, Societe Generale, Standard Chartered Bank, UBS, and/or Wachovia Bank N.A.

to wit: property, letters of credit, deposits, funds, credits, bills of lading, debts, settlement agreements, or other assets, tangible or intangible, in whatever form of:

MOCAMBO SHIPPING LTD. and/or ICEHILL INDUSTRIES LTD.,

and that you promptly after execution of this process, file the same in this court with your return thereon.

WITNESS, the Honorable KEVIN P. CASTEL, Judge of said Court, this 22<sup>nd</sup> day of May 2008, and of our Independence the two-hundred and thirty-second.

Lennon, Murphy & Lennon, LLC  
Attorneys for Plaintiff  
The Gray Bar Building  
420 Lexington Ave., Suite 300  
New York, NY 10170  
Phone (212) 490-6050

J. MICHAEL McMAHON

Clerk

By: Edmund Demin  
Deputy Clerk

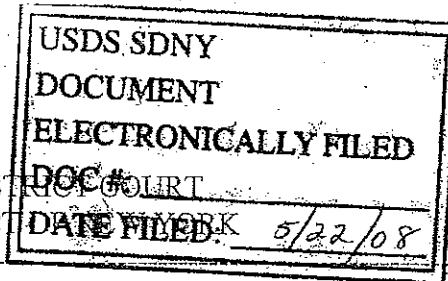
NOTE: This Process is issued pursuant to Rule B(1) of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure and/or New York Civil Practice Law and Rules, Article 62.

CERTIFIED AS A TRUE COPY ON

THIS DATE 5-22-08

BY Edmund Demin

( ) Clerk  
(X) Deputy



CASTER

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

OY SOLCHART MANAGEMENT AB,

Plaintiff,

- against -

MOCAMBO SHIPPING LTD. and  
ICEHILL INDUSTRIES LTD.

Defendant.

08 CV 4793

ECF CASE

EX PARTE ORDER  
FOR PROCESS  
OF MARITIME  
ATTACHMENT

WHEREAS, on May 22, 2008 Plaintiff, OY SOLCHART MANAGEMENT AB, filed a Verified Complaint, herein for damages amounting to \$116,114.39 inclusive of interest, costs and reasonable attorneys' fees, and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal, or other designated process server, attach any and all of the Defendants' property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist:

NOW, upon motion of the Plaintiff, it is hereby:

ORDERED, that pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of the Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub-charter hire or any other funds or property up to the amount of \$116,114.39 belonging to, due or being transferred to, from or



for the benefit of the Defendants, including but not limited to such property as may be held, received or transferred in Defendants' names or as may be held, received or transferred for their benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named on whom a copy of the Process of Maritime Attachment and Garnishment may be served; and it is further

**ORDERED** that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further Order of the Court; and it is further

**ORDERED** that following initial service by the U.S. Marshal, or other designated process server, upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by way of facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

*provided garnishee  
consents to same.*

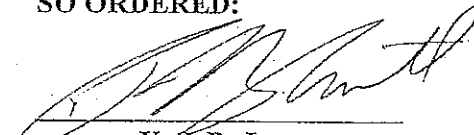
**ORDERED** that service on any garnishee as described above is deemed to be effective and continuous service throughout the remainder of the day upon which service is made commencing from the time of such service; and such service is further deemed to be effective through the end of the next business day, provided that another service is made that day; and it is further

*provided  
garnishee  
consents  
to  
same*

**ORDERED** that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means.

Dated: May 22, 2008


**SO ORDERED:**

  
U. S. D. J.

*2*

CERTIFIED AS A TRUE COPY ON

THIS DATE 5-22-08

BY 

( ) Clerk  
(x) Deputy

Amended: January 10, 2008

**INDIVIDUAL PRACTICES OF JUDGE P. KEVIN CASTEL**  
**United States Courthouse**  
**500 Pearl Street**  
**New York, New York 10007**  
**web site: [www.nysd.uscourts.gov](http://www.nysd.uscourts.gov)**

Unless otherwise ordered, matters before Judge Castel shall be conducted in accordance with the following practices:

**1. Communications with Chambers**

**A. Letters.** Except as otherwise provided below, communications with chambers shall be by letter, with copies simultaneously delivered to all counsel. Letters may be sent to chambers via fax, (212) 805-7949, provided they do not exceed five pages in length. If a fax is transmitted to chambers, it should not also be mailed or delivered to chambers. Letters should not be filed on ECF.

**B. Telephone Calls.** For docketing, scheduling and calendar matters, call the Courtroom Deputy, Drew D'Agostino, at (212) 805-0131 between 8:30 A.M. and 5:00 P.M. Telephone calls to chambers are permitted only in emergency situations requiring immediate attention, (212) 805-0262.

**C. Requests for Adjournments or Extensions of Time.** All requests for adjournments or extensions of time must state (1) the original date, (2) the number of previous requests for adjournment or extension, (3) whether these previous requests were granted or denied, and (4) whether the adversary consents, and, if not, the reasons given by the adversary for refusing to consent. If the requested adjournment or extension affects any other scheduled dates, the request (in a civil case) must attach a proposed Revised Case Management Plan and Scheduling Order (reflecting dates which are business days). If the request is for an adjournment of a court appearance, absent an emergency, it shall be made at least 48 hours prior to the scheduled appearance. Requests for adjournments should be transmitted to chambers and not filed on ECF.

**D. ECF.** Counsel for all parties, are required to register as ECF users in accordance with the Procedures for Electronic Case Filing and file a Notice of Appearance in each case.

**2. Motions**

**A.**

**1. Pre-Motion Conferences in Civil Cases.** For discovery motions, follow Local Civil Rule 37.2 Southern District. For motions other than discovery motions in a civil case, a pre-motion conference with the court is required, except for motions described in Sub-paragraph A(2). To arrange a pre-motion conference, the moving party shall submit a letter not to exceed five pages in length setting forth in detail the basis for the anticipated motion and other parties may respond in a letter not to exceed five pages within three business days.

**2. No Pre-Motion Conference Required.** Sub-paragraph A(1) above does not apply to any of the motions described in Rule 6(b), Federal Rules of Civil Procedure, Rules 4(a)(4)(A), Federal Rules of Appellate Procedure, or section 1447 of title 28 nor does it apply to motions brought on by order to show cause, motions by incarcerated pro se litigants, motions for a default judgment, motions for appointment of lead counsel under the PSLRA, motions for admission pro hac vice and motions for reconsideration or reargument. A pre-motion conference is not required before making such motions.

**B. Courtesy Copies.**

**1. Pleadings:** Courtesy copies of pleadings, marked as such, shall be submitted to chambers as soon as practical after filing, in accordance with the SDNY policies regarding mail deliveries.

**2. Motion Papers:** Courtesy copies of all motion papers (in both ECF and non-ECF cases), marked as such, shall be submitted to chambers at the time the papers are served, in accordance with the SDNY policies regarding mail deliveries.

**C. Memoranda of Law.** Unless prior permission has been granted, memoranda of law in support of and in opposition to motions are limited to 25 pages, and reply memoranda are limited to 10 pages. Memoranda of 10 pages or more shall contain a table of contents.

**D. Filing of Motion Papers.** Motion papers shall be filed promptly after service.

**E. Oral Argument on Motions.** Parties may request oral argument by letter at the time their moving, opposing or reply papers are filed. The court will determine whether argument will be heard and, if so, will advise counsel of the argument date.

**F. Summary Judgment.** The Local Rule 56.1(a)(2) Statement by the party opposing summary judgment shall set forth verbatim the text of each paragraph of the Local Rule 56.1(a)(1) Statement immediately preceding its response thereto.

**3. Pretrial Procedures**

**A. Joint Pretrial Orders in Civil Cases.** Unless otherwise ordered by the Court, within 30 days following completion of discovery in a civil case, the parties shall submit to the Court for its approval a Joint Pretrial Order, that includes the information required by Federal Rule of Civil Procedure 26(a)(3), and the following:

i. The names, addresses (including firm names), and telephone and fax numbers of trial counsel.

ii. A brief summary by each party of the claims and defenses that the party has asserted which remain to be tried, without recital of evidentiary matter, but including citations to all statutes relied on. Any claim or defense not so identified is deemed withdrawn.

iii. A statement by each party as to whether the case is to be tried with or without a jury, and the number of trial days needed.

iv. A page and line designation by each party of deposition testimony to be offered in its case in chief, with any cross-designations and objections by any other party.

v. A list by each party of exhibits to be offered in its case in chief, with one star indicating exhibits to which no party objects on grounds of authenticity, and two stars indicating exhibits to which no party objects on any ground.

vi. A statement confirming that trial counsel have met and conferred face-to-face with a view towards reaching stipulations of fact and setting forth the content of any stipulation.

vii. A statement of the damages claimed and any relief sought, including the manner and method used to calculate the claimed damages and a breakdown of its elements.

**B. Filings Prior to Trial in Civil Cases.** Unless otherwise ordered by the Court, the parties shall file with the Joint Pretrial Order:

i. In jury cases, proposed voir dire questions, verdict form and requests to charge;

ii. In non-jury cases, proposed findings of fact and conclusions of law;

iii. The parties are required to meet and confer regarding items i. or ii. and make a joint submission in areas where agreement is reached and separate submissions in areas where no agreement is reached. Unless otherwise agreed upon by the parties, the party with the burden of proof should prepare the initial draft in sufficient time for the other side to respond; only the final result of this meet and conferral process should be submitted to the Court. When feasible, items i. and ii. should be submitted, in addition to hard copy, on a 3.5" diskette or CD-Rom in Microsoft Word version Office 2000 or WordPerfect version 9 or higher format;

iv. Motions in limine addressing any evidentiary or other issues that should be resolved prior to empanelling a jury.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
Oy Sochart Management AB  
Plaintiff(s),

ECF CASEMENT

USDS SDNY

ELECTRONICALLY FILED

DOC #:

DATE FILED: 5/28/08

ORDER SCHEDULING  
INITIAL PRETRIAL CONFERENCE

-against-

Mocambo Shipping, et al.  
Defendant(s).

08 Civ. 4793 (PKC)

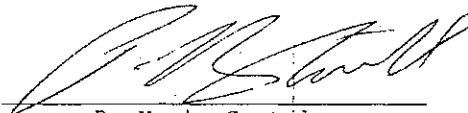
P. KEVIN CASTEL, United States District Judge.

Counsel for all parties are directed to appear before the undersigned for an initial pretrial conference, in accordance with Rule 16 of the Federal Rules of Civil Procedure on July 18, 2008 at 2:30 p.m. in Courtroom 12C at the United States Courthouse, 500 Pearl Street, New York, New York. **COUNSEL FOR PLAINTIFF IS DIRECTED TO IMMEDIATELY SEND A COPY OF THIS NOTICE TO ALL PARTIES.** Principal trial counsel must appear at this and all subsequent conferences.

This case has been designated an electronic case and has been assigned to me for all purposes. By the date of the initial pretrial conference counsel for all parties are required to register as filing users in accordance with the Procedures for Electronic Case Filing and file a Notice of Appearance.

The parties are directed to submit a joint letter five business days prior to the conference addressing the following in separate paragraphs: (1) a brief description of the case, including the factual and legal bases for the claim(s) and defense(s); (2) any contemplated motions; and (3) the prospect for settlement. For the Court's convenience, the parties are requested to set forth the date and time of the Conference in the opening paragraph of the joint letter. The parties are directed to consult the undersigned's Individual Practices and to confer on a Case Management Plan. See the Court's internet site: [www.nysd.uscourts.gov/judges/USDJ/castel.htm](http://www.nysd.uscourts.gov/judges/USDJ/castel.htm). The jointly proposed Case Management Plan should be submitted in writing to the Court at the conference. Requests for adjournment of the conference will be considered only if made in writing and otherwise in accordance with the undersigned's Individual Practices.

SO ORDERED.

  
P. Kevin Castel  
United States District Judge

Dated: May 27, 2008  
New York, New York

# EXHIBIT 2

**Kevin J. Lennon**

---

**From:** Mary E. Fedorchak  
**Sent:** Monday, June 02, 2008 8:29 AM  
**To:** Kevin J. Lennon  
**Subject:** FW: Delivered\_Shipments

**TimeMattersID:** M8B909ACAD77D537  
**TM Matter No:** 1440-08  
**TM Matter Reference:** OY Solchart Management AB v. Mocambo Shipping Ltd.

FYI - Delivery notice for OY Solchart attachment notice.

-----Original Message-----

**From:** Worldwide\_Express\_Email\_Notifier [mailto:support@wwexship.com]  
**Sent:** Monday, June 02, 2008 7:59 AM  
**To:** Mary E. Fedorchak; logs@wwexship.com  
**Subject:** Delivered\_Shipments

Our records indicate that the following shipment was delivered to:

AB MOCAMBO SHIPPING LTD.  
LIMASSOL , 00000

**Tracking Number:** 8906900446  
**Account Number:** 803172641  
**Shipment Reference:** 1440  
**Shipment Description:** legal documents  
**Delivery Date/Time:** 06/02/08 10:30  
**Signed/Released by:** IRINI  
**Click here for more tracking info:**  
<http://track.dhl-usa.com/atrknav.asp?ShipmentNumber=8906900446>